

West Branch CSD

West Branch EA

7/1/2006 6/30/2007

MASTER CONTRACT
BETWEEN
WEST BRANCH COMMUNITY SCHOOL DISTRICT
AND
WEST BRANCH EDUCATION ASSOCIATION
FOR THE
2006-07 SCHOOL YEAR
WEST BRANCH, IA 52358

ARTICLE I

RECOGNITION

The Board of Directors of the West Branch Community School District hereinafter referred to as the "Board," recognizes the West Branch Education Association, hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all professional employees, as set forth in P.E.R.B. Order of Certification, Case 244, including only classroom teachers, guidance counselors, media specialists/librarians, nurses and special education teachers under contract with the Board.

ARTICLE II

MANAGEMENT RIGHTS

It is recognized by the Association that the Board has and will continue to retain the exclusive rights and responsibilities to operate and manage the school system and its program, facilities, properties and work activities of its employees.

Public employers shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty and the right to:

1. Direct the work of its public employees;
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency;
3. Suspend or discharge public employees;
4. Maintain the efficiency of governmental operations;
5. Relieve public employees from duties because of lack of work or for other legitimate reasons;
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted;
7. Take such actions as may be necessary to carry out the mission of the public employer; and
8. Initiate, prepare, certify and administer its budget.

Rules, regulations and policies of the School District may be hereinafter adopted by the Board on matters in accordance with law not specifically covered by this written agreement.

It is the understanding of the parties that the Board has, by law, been entrusted with the responsibility for the management of the District and to determine educational policy. In the exercise of this function, it may on occasion, become necessary to alter an existing policy, standard, rule or regulation.

This written agreement between the Association and the Board constitutes the entire agreement between said parties on all matters pertaining to wages, hours and working conditions during the term of this agreement.

The parties further agree that the exercise by the School Board of any of the foregoing powers, rights or authority shall not be reviewable by arbitration.

ARTICLE III

GRIEVANCE PROCEDURE

Definition

A grievance shall mean only an allegation that there has been a violation, misinterpretation or misapplication of any of the specific provisions of this agreement.

Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to an employee such rights as he/she may have under Iowa school laws or other applicable laws and regulations, except that if such rights may be waived or modified by the terms of a collective bargaining agreement, then this agreement shall prevail.

Employee Discipline

Subject to the provisions of this Article, no employee will be disciplined without proper cause. Where the disciplinary action consists of a termination or nonrenewal of an individual teacher's contract of employment, that disciplinary action shall not be subject to this grievance and arbitration procedure, but rather must be processed in accordance with procedures established under Iowa Code 279.13 and 279.24 (Contracts with Teacher-Automatic Continuation) or other applicable statute, rule or regulation concerning issuance, continuation and termination of teacher's contract.

Procedure

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of a teacher (or in the event of an appeal to arbitration, the Association), to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. An administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step.

The time limits may be extended by mutual agreement in writing.

It is agreed that any investigation or other handling or processing of any grievance of the grieving teacher, or his/her representative, shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving

teacher or of the teaching staff. The Board, or its representative, shall determine whether an interference has occurred under this paragraph.

If the grievance has not been finally resolved pursuant to these procedures by the close of the regular school year, as established by the Board in the official school calendar, all time limitations contained in this Article shall, effective on the last official day, be construed to consist of weekdays, excluding Saturday, Sunday or holidays. By mutual agreement in writing between the superintendent and the Association, a particular grievance may be excepted from the application of the immediately preceding sentence.

All grievances must be presented within six (6) working days of first knowledge of the occurrence of any event giving rise to the grievance.

Only the employee actually aggrieved, or the Association, shall have the right to present grievances in accordance with these procedures.

First Step

An attempt shall be made to resolve any grievance under this article through an informal discussion between the grievant and his/her building principal. If requested by the alleged aggrieved employee, the recognized Association representative may be present in this informal discussion.

Second Step

If a grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance in writing with the building principal within five (5) working days after the informal conference with the building principal. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this agreement which have been allegedly violated, misinterpreted or misapplied, and shall state the remedy requested.

Within five (5) working days after the principal receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his/her representative, if requested, to discuss the alleged grievance and attempt to resolve same.

The principal or other Board representative shall render each decision and communicate it in writing to the aggrieved employee and the superintendent within five (5) working days following the meeting between the principal and aggrieved.

Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved, if he/she so desires, may file an appeal of the principal's answer within five (5) working days of the said written decision, with the superintendent and/or his representative. Within five (5) working days after the written grievance is filed, the aggrieved, the representative of the aggrieved, if

desired, the superintendent and/or his representative shall meet in an attempt to resolve the grievance. The superintendent and/or his representative shall file an answer within five (5) working days of the third step grievance meeting and communicate it in writing to the employee, the principal and the representative of the employee.

Fourth Step

If the grievance is not resolved satisfactorily in step three, the grievance may proceed to step four. Grievances which have been processed through the preceding steps of this procedure, and only such grievances, shall be submitted to arbitration as provided below:

The grievant and his/her representative shall submit, in writing, a demand to enter into such arbitration within five (5) working days of the written decision in the third step. The arbitration proceeding shall be conducted by an arbitrator, to be selected by the two parties, within five (5) working days after said demand is given.

If the two (2) parties fail to reach agreement on an arbitrator within six (6) working days, the Public Relations Board shall be requested to provide a panel of seven (7) arbitrators. The request shall be in the form of a written communication from the Association and the Board's representative, which shall serve as a joint request. Each of the two parties shall alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract, under which the grievance was filed, shall be final and binding on both parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have power only to apply and interpret the provisions of this agreement to the settlement of grievances arising hereunder.

Each party shall bear its own costs and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his/her representative.

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE IV

ASSOCIATION ACTIVITY AND USE OF FACILITIES

Unit employees have the right to join or not join any employee organization and, further, it is agreed that membership in such an organization or the payment of fees in lieu of membership shall not be required as a condition of employment.

The Board agrees that there will be no discrimination against any bargaining unit employees because of membership in, or activities on behalf of, the Association.

The Association shall have the right to hold a reasonable number of meetings on School District property after regular school hours provided such meetings in no way interfere with any aspect of the instructional program. Any out-of-pocket expenses to the District resulting from such meetings will be borne by the Association. As appropriate, given School District policy, such meetings will be scheduled with the District office or local school.

ARTICLE V

HOURS

An employee's normal workday will consist of eight hours per day. Lunch periods as scheduled by the School Board, or its designee, will consist of thirty (30) duty-free minutes, except for high school staff which will have twenty (20) minutes duty-free lunch period and ten (10) minutes duty-free at the end of the normal workday. Lunch periods are considered to be part of the employee's normal workday and thereby will not be deducted from the employee's salary. The starting and dismissal time, which may vary, shall be determined by the School Board.

Employees shall adhere to the daily schedule and shall make no commitments which preclude or otherwise interfere with the performance of their assigned responsibilities. Requests for exceptions must be submitted to the principal, or to the person designated by the principal, prior to the anticipated absence and/or late arrival or early departure. Employee shall not leave the building to which they are assigned during class or preparation periods without the consent of the principal. All employees, upon prior notification to the building principal, may leave the building during their scheduled lunch period.

Exceptions may be made by the building principal where the assignment warrants. Teachers are to be available for district, faculty and committee meetings, and grade level/building activities unless arrangements have been made with the building administrator prior to leaving. Teachers and administrators need to respect others' time commitments and attempt to work within those time constraints.

On days preceding fall break, winter break, and spring break, and on Fridays, the employee's day shall end ten (10) minutes after the dismissal of students and/or buses have departed, unless consultations have been requested or deemed necessary. The school calendar shall be mutually developed by the Association and the Board and/or its representative.

ARTICLE VI

FORMAL EMPLOYEE EVALUATION PROCEDURE

The school administration will make all employees aware of the evaluation procedure and how it works. The evaluation(s) of the work performance of an employee shall be conducted openly. The evaluation(s) will be conducted by the building principal or district superintendent. A standard evaluation instrument shall be used throughout the District. Any changes in the evaluation instrument shall be mutually developed by the Association and the Board and/or its representative.

The purpose of such evaluations is to observe the employee in the performance of their contractual responsibilities. All employees shall have the opportunity to discuss the results of the evaluator's observation(s) with the evaluator. Following the completion of any classroom observation, the evaluator must contact the employee within ten (10) days to discuss the observation. In addition, any observations which will be used as part of the formal written evaluation must be discussed between the evaluator and the employee by April 10.

Copies of all written reports generated from the employee evaluation(s) shall be given to such employee by May 1. The employee must sign the evaluator's copy acknowledging receipt of the employee's copy. Within five (5) working days after May 1, the employee must request a post evaluation conference with the evaluator to discuss the evaluation. The conference must be held on a mutually agreed upon date prior to the end of the contract year. The teacher shall have the opportunity to reply to any evaluation(s) in writing within five (5) days of the post evaluation conference. Any such statement shall be attached to said evaluation.

Employee evaluations are to be fair, just and accurate. A grievance may be filed under Article III, Grievance Procedure, of this Master Contract. An employee may file a grievance on an evaluation only if the overall evaluation is unsatisfactory. The evaluation instrument will contain a statement and/or item to indicate whether the overall evaluation is satisfactory or unsatisfactory. Adverse action will be taken against an employee only if the overall rating of an evaluation is unsatisfactory.

The Association and Board agree that the Board is not giving up their rights under the Code of Iowa to terminate a probationary employee by allowing such probationary employee to file a grievance concerning an unsatisfactory evaluation. The first two consecutive years of employment of a teacher in the District are a probation period. The Board may extend the probationary period for an additional year with the consent of the teacher.

Evaluation files may exist for each employee at the building level. Copies of all written reports generated from the employer evaluation(s) will be sent to the Central Administration Office for placement in the employee's personnel file.

Any deficits noted after the formal evaluation may be included in the employee's personnel file as a written statement which must be addressed as part of the next formal evaluation within the next school year or be removed from the teacher's file.

ARTICLE VII

PERMANENT PERSONNEL FILES

Access to File Following Notice of Disciplinary Action

If an administrator places a written document prepared by him/her, which will or may be used as a basis for disciplinary action against a teacher, in his/her permanent personnel file, the affected teacher will be so notified within five (5) school days of this placement of that document in his/her file. The teacher shall sign the administrator's copy of that notice. The affected teacher shall be afforded the opportunity of reviewing that personnel file insert and submitting, within five (5) school days of the notification, a written response for inclusion in his/her personnel file.

Other Access to Permanent Personnel Files

Upon request by the teacher and his/her identification, he/she shall be permitted to examine his/her file. The teacher shall indicate in writing (or signed form) to be placed in his/her file, that he/she has examined same. Examination of the teacher's Central Office file shall take place in the personnel office. Examination of the teacher's building level file shall take place in the building principal's office.

The teacher shall be given the opportunity to acknowledge that he/she has read such material by affixing his/her signature on the actual file copy, with the understanding that such signature merely signifies that he/she read the material and does not necessarily indicate agreement with its contents.

The teacher shall be given the option to reply to documents and to have that written response included in his/her file.

Teachers shall have the right to have photocopies of any non-confidential material as defined herein on payment of the reasonable cost thereof.

The foregoing provisions are not applicable to confidential credentials from college or university placement offices.

ARTICLE VIII

TRANSFER PROCEDURES

Generally

The provisions of this Article shall apply only to permanent transfers. A permanent transfer is defined as a transfer which, at the time made, is determined to be effective for at least an entire school year.

A transfer is defined as a change in an employee's building, grade or subject area assignment.

All grade, subject, activity and school assignments within the bargaining unit shall be made by the Board. Teachers shall be advised in writing, as early as possible, of teaching assignments and shall be kept advised concerning any changes in those assignments.

Voluntary Transfers

During the school year, the superintendent shall post in the school buildings for a period not to exceed five (5) school days, a list of the vacancies which will occur in the subsequent school year. During the summer months, the vacancies shall be posted in the Central Office. A vacancy shall be considered that position which remains open after the employer has exercised all rights of transfer and/or assignment.

Any teacher may make a written request to be considered for a transfer to a new teaching assignment, whether it be to another grade, subject and/or activity. Applications for transfer must be renewed annually. Such applications for transfer may be withdrawn at any time up to such time as acted upon by the administration.

All submitted applications will be considered. An employee may apply for more than one position within a category. Once an application is submitted, a note expressing interest in further positions would be acceptable notification. Applicants who express interest in a category of assignment need not be re-interviewed for each specific assignment within that category.

Involuntary Transfers

If the administration deems it advisable to transfer an employee, and the employee has not previously indicated a desire for the position in question, there will be a prior meeting between the administration and the employee to advise the employee that a transfer is probable. When the decision has been made, the administration will advise the employee of that transfer as early as possible. Upon written request by the employee, the employee will be afforded the opportunity of a meeting with the administration to discuss that transfer.

ARTICLE IX

STAFF REDUCTION PROCEDURES

The order of layoff within each category shall be determined by eliminating the employee with the least amount of seniority under the procedure(s) specified below:

1. Staff members with emergency and/or temporary certification (unless needed to maintain a program) shall be laid off first.
2. The remaining employees to be laid off will be determined within categories shown below. Selection of employees for layoff or recall shall be made by the administration within the guidelines set forth within this Article.

The categories are:

Elementary

1. Preschool-5
2. Title I/Reading Recovery

High School or Middle School

1. Language Arts
2. Social Studies
3. Mathematics
4. Science
5. Vocational Education

K-12 Elementary/Secondary

1. Fine Arts
2. PE/Health
3. Media Specialists/Librarians
4. Special Education
5. TAG/ELP
6. Guidance and Counseling
7. Nurses
8. At-Risk

Seniority shall be defined as the length of current consecutive employment in the West Branch Community School District and shall be computed from the date the employee signed the contract. Employees who work less than full time shall receive prorated seniority accumulation.

If two (2) or more employees have the same accumulated seniority, the relative order of seniority among them for the purpose of this agreement shall be determined by drawing lots.

If an employee is assigned in more than one category, the employee may count their total seniority in all such categories. Employees who have previously taught in the District in a category different than their present assignment will retain seniority in all such categories and will have the right to displace less senior employees in any category of seniority should their present position be eliminated or reduced. To displace another employee, an employee must be certified for the position, and have been previously assigned that category within the District

Employees will be recalled from layoff on a category basis in the reverse order of their layoff. In addition, employees will be considered for vacancies in other categories for which they may be certified. The person recalled to an available vacant position in another category may be required to acquire additional hours up to a maximum of eight (8) hours in the program area if requested by the Board.

An employee selected for recall will be informed by the administration of his/her re-employment in writing. Such written notice shall specify the position to which the employee is being recalled and date of such recall. Within ten (10) calendar days after an employee receives notice of re-employment, he/she must advise the administration, in writing, that he/she accepts the position offered in such notice and he/she will be able to commence employment on the date specified in such notice. Any such notice shall be considered received by the employee when mailed registered mail, return receipt requested to the last known address of the employee in question as shown on the School District's records. It shall be the responsibility of each employee on layoff to keep the District advised of his/her current address. Any and all re-employment rights granted to an employee on layoff shall terminate upon such employee's failure to accept, within ten (10) calendar days, any position offered to him/her.

The employee shall retain his/her rights to re-employment after a layoff for a period of fifteen (15) months following the date of the layoff.

ARTICLE X
PHYSICAL EXAMINATIONS

Physical Examinations

A physical examination by a licensed physician is required of all new employees.

Results of the physical examination shall be reported on a form furnished by the employer.

The employer shall reimburse the employee the actual cost of the physical examination up to a maximum of forty dollars (\$40).

Additional Examination

The employer may require a physical examination at any time in addition to those specified above. In such a case, the employer may select the examining physician and the employer shall pay the cost of the required examination.

ARTICLE XI
LEAVES OF ABSENCE

All certified employees are allowed sick leave as follows:

1. First Year of Employment.	12 Contract Days
2. Second Year of Employment.	13 Contract Days
3. Third Year of Employment	14 Contract Days
4. Fourth Year of Employment	15 Contract Days
5. Fifth Year of Employment	16 Contract Days
6. Sixth & Subsequent Years of Employment . . .	17 Contract Days

The term of the school year is from July 1 to June 30.

If an employee does not need to use his/her allotted days during the year, the unused days will be added to his/her allowance for the succeeding year, up to a maximum accumulation of ninety-five (95) days. In case of absences or illness or injury in any one year exceeding the days allowed for that year, the excess shall be deducted from the employee's accumulated days.

Except when prevented by circumstances beyond his/her control, the teacher must report his/her intention to be absent from duty as soon as possible to his/her principal but in any event not later than 7:00 a.m. on the day of absence.

Employees who work more than the regular nine month school term will be allowed one extra day of current sick leave for each full month in addition to the regular school term.

The Board may, in each instance, require such reasonable evidence as it may desire confirming the necessity for such leave of absence.

An employee may use five (5) days per year from his/her sick leave for physical illness or injury to the employee's or spouse's immediate family (spouse, child, sister, brother, grandparent, grandchild, parent, guardian); and the employee's absence is necessitated by that physical illness or injury.

Foreseeable Absences Necessitated by the Employee's Medical Condition

The employee must notify the superintendent of any medical condition which will or may necessitate the employee's absence from work on account of his/her inability to perform assigned duties. This notification which shall be in the form of a physician's certificate, must be submitted to the superintendent no less than thirty (30) days prior to the commencement of the absence and shall consist of statements by the physician certifying:

1. The existence of a medical condition; and

2. That the condition is such that it will necessitate an absence from work; and
3. The probable duration of the absence necessitated by the medical condition, including a specification of anticipated probable dates of both departure from service and return to service; and
4. That the employee is able to safely perform his/her assigned duties other than during the certified period of the absence necessitated by the medical condition.

It shall be the responsibility of the employee to keep the superintendent advised of any changes in the employee's probable date of departure and/or return to service. Notification of such changes shall be in the form of a physician's certificate, unless the superintendent advises the employee that some other form of notification will suffice.

If the employee exhausts all of his/her accumulated and current sick leave, and has not been released by his/her doctor to return to work, the situation will be handled as a leave without pay. The employee's pay will consequently be withheld on a per diem basis until he/she returns to work. The employee on such unpaid leave will be returned to a position in which he/she is qualified as determined by the administration.

If an employee exhausts all of his/her accumulated sick leave while in his/her first four years of employment and is in the process of meeting the qualifying period for receiving long-term disability compensation, a maximum of ten (10) additional days of personal illness leave may be granted at the sole discretion of the superintendent. Approval of the additional days shall be non-grievable.

Personal/Emergency Leave

Each regularly employed school employee shall be entitled to three (3) days of personal/emergency leave each school year without loss of pay. Two of those may be used for personal leave provided such leave is approved by the superintendent or his/her designated representative. Personal leave shall not be used in place of sick leave or be used to extend winter and/or spring break(s). One (1), two (2) or three (3) days may be granted at the discretion of the superintendent or his/her designated representative for circumstances beyond the employee's control which may prohibit the employee from completing his/her contractual duties.

If an employee has used all available personal leave, one additional day may be granted for educational purposes. Such purposes would be limited to consulting with a professor/instructor about a class project or assignment, meeting with an advisor or completing comprehensive examinations.

Bereavement Leave

In case of necessary absence of a regular, full-time employee to attend or make arrangements for a funeral of a member of the employee's or spouse's immediate family (spouse, child, sister, brother, parent, guardian, grandparent or grandchild), such employee will be paid for scheduled time lost to and including the day of the funeral, but not to exceed five (5) school days.

Three (3) days per year of bereavement leave shall be granted for the purpose of attending the funeral of others where there is a recent, close and/or personal relationship. The employee may apply for up to two (2) additional days of bereavement leave under unusual circumstances after using available personal leave for the above relationship. The approval of the additional two (2) days paid bereavement leave shall be at the sole discretion of the superintendent of schools whose decision shall be non-grievable.

Jury Duty

Regular full-time employees required to report for or serve in jury service on any workdays shall be paid a full basic workday's pay for each such day, less any remuneration received by the employee for jury service, provided the employee furnishes satisfactory evidence that jury duty was performed on the days for which he/she claims payment.

When an employee is excused from jury service, either temporarily or permanently on any workday, the employee shall promptly report to his immediate supervisor and shall complete any remaining hours of his workday if required.

Association Leave

Two (2) teacher days with no loss in pay (association leave) may be used by the Association president or his/her designated representative to attend conferences, conventions or other activities of the local, state and national affiliated organization.

Substitutes for personnel on association leave will be hired by the School District and the cost of said substitutes will be paid by the School District.

Two (2) additional teacher days with no loss in pay may be used by the Association's alternate delegate to attend the delegate assembly.

Substitutes for these two (2) additional days will be hired by the School District and reimbursement will be made to the School District by the Association for said substitutes.

Special Leave

A leave of absence without pay may be granted upon approval of the superintendent under special circumstances.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

Purpose

The purpose of leave of absence shall be for professional advancement or educational travel. Unusual cases will be given special consideration by the superintendent of schools and the Board of Education.

Professional Advancement

Applicants who submit a program of study for a leave of absence shall undertake a full program of graduate study or the equivalent thereof. The program submitted shall be designed to increase the teacher's understanding of educational psychology, improve facility in teaching techniques or broaden experience in special subject fields.

Educational Travel

Applicants who desire a leave of absence for the purpose of undertaking educational travel must submit a complete statement of the proposed itinerary. Acceptable travel is defined as travel in foreign countries or travel which will enrich the teacher's experience and understanding of other people and cultures or travel which will enrich and improve the teacher's professional competence. Before returning to duty, or as soon as possible thereafter, the employee shall submit a written summary of his/her trip together with a brief statement of the educational growth obtained through his/her experiences.

Basis of Selection

Certified employees shall be eligible for leave of absence for professional advancement or educational travel after having spent three (3) consecutive years in the school system. Applications for leave of absence should be presented to the superintendent of schools by March 1 before the school year for which the leave is desired. Applications should be considered in the order of the date received.

Length of Leave

Leave of absence shall be for one (1) school year and may not be renewable.

Return to Service

At the time the employee's approved extended leave of absence terminates, he/she will be reinstated to a position for which he/she is qualified.

An employee on extended leave of absence shall not be excluded from consideration in staff reduction situations.

Salary

A teacher on leave of absence for the school year will be placed on his/her next sequential step when he/she resumes teaching. While on leave, he/she will not receive a salary or any other benefits.

All sick leave and seniority accumulations accrued before the leave of absence will be restored upon resumption of full-time contractual service.

ARTICLE XIII

INSURANCE

The Board shall provide the full premium cost of group health, accident and major medical insurance for full-time eligible employees for an Alliance Select comprehensive plan, subject to the eligibility provisions of the insurance policy. The Board shall provide a pro-rata share of the premium cost for eligible part-time employees.

The Board shall make available two group health, accident and major medical insurance plan alternatives:

1. A group health, accident and major medical insurance plan with expanded coverage which may be elected in place of the Alliance Select comprehensive plan by the employee. The difference in premium cost will be paid by the employee.
2. A group health, accident and major medical insurance plan with reduced coverages which may be elected in place of the 80/20 comprehensive plan by the employee. The difference in premium cost will be paid by the District to the employee as salary.

Changes in insurance plan alternatives may be made according to Board policy and in accordance with the provisions of the existing insurance policy.

The Board shall provide an additional ninety-eight dollars (\$98) per month toward the group health, accident and major medical insurance premiums for the employee's dependent or family coverage.

Additional premiums due for group health, accident and major medical insurance coverages or other benefits agreed to by the parties not paid by the District will be paid by the employee, and may, with the employee's written authorization, be deducted from salary payments on a pre-tax basis.

Subject to the eligibility provisions of the insurance policy, the Board will, on behalf of each regularly employed contracted certified employee, pay the full premium for a group long-term disability insurance policy.

Subject to the eligibility provisions of the insurance policy, the Board will, on behalf of each regularly employed contracted certified employee, pay the full premium for a group term life insurance policy in the amount of \$20,000.

ARTICLE XIV

SALARIES

Except as provided below, all certified personnel, as that personnel is defined in Article I, who are employed for the entire school year will be paid in accordance with the attached Schedule A. In determining the placement of newly hired personnel on the salary schedule, the Board may, in its sole discretion, grant such number of years for prior teaching experience as it deems appropriate under the circumstances. In subsequent years, the employee may advance on the salary schedule no more than one step at a time.

An employee who meets educational standards for horizontal advancement on the salary schedule must give notice in writing of such intended schedule advancement to the superintendent's office by April 1 of the year preceding the school year when such change will take effect.

To be eligible for horizontal advancement on the salary schedule, the necessary degree must be granted or the necessary course credit must be received and verified to the superintendent's office by official transcript, prior to October 15.

Where said college course credit or other acceptable credit is to be used for the purpose of horizontal advancement on the salary schedule, such credit must be related to the curricular assignment of the employee or meet a requirement toward a degree related to the curricular assignment of the employee in the West Branch system. Other courses may be counted for horizontal movement if they are pre-approved by the superintendent.

The School District shall provide forms for use relative to required professional growth.

Personnel with temporary certification will remain on the same step of the salary schedule until such time as they secure professional certification.

Advancement to higher pay levels on both Schedule A and B shall be contingent upon satisfactory performance in the given assignment the previous year.

An employee, upon reaching the end of his/her salary schedule lane, may receive a career increment equal to 3% of the base. An employee upon reaching the end of the BA+15 or a higher salary schedule lane (BA+30 through MA+30) shall receive a career increment equal to 3% of the base annually.

An employee who actually works one or more days in excess of the number of school days as established by the school calendar will be compensated at a level of three-quarters (3/4) of daily salary for each such day. Said workday shall be three-quarters (3/4) of the normal workday as

defined in Article V - Hours. This provision shall not apply to any school days rescheduled as a result of emergency closing of a school or the District's schools.

Personnel engaged in extra-duty assignments carried on outside of regular hours shall be compensated in accordance with the attached Schedule B. In determining the placement of personnel on the extra-duty schedule, the Board may, in its sole discretion, grant such number of years credit as it deems appropriate under the circumstances.

The base salary figure on Schedule B will be determined by multiplying the base salary on Schedule A by twelve percent (12.0%).

ARTICLE XV

DUES CHECK-OFF

Dues Deduction

An employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board a properly executed written assignment authorizing payroll deduction of professional dues.

Pursuant to a deduction authorization, the Board will deduct monthly, a pro-rata portion of the annual dues from the regular salary check of the employee during the monthly payroll period.

An employee may terminate the dues deduction authorization at any time by giving thirty (30) days written notice to both the Association and the administration.

The Board shall transmit to the Association the total monthly deduction for professional dues and a listing of the employees for whom the deduction was made within twenty (20) days following the date on which the deduction was made.

The Association agrees to hold harmless, defend and to indemnify the Board, its members and its administrative personnel against any and all claims, costs, suits or other liability, including court and administrative agency costs, arising out of the application of this dues deduction article.

ARTICLE XVI

SAVINGS CLAUSE

If any provision of this agreement shall be held invalid, the validity of the remaining portions of this agreement shall not be affected.

ARTICLE XVII

SAFETY AND HEALTH

The Board will, as required by law, make provision for the safety and health of the employees at the school during the hours of their employment.

ARTICLE XVIII

ENTIRE AGREEMENT, WAIVER CLAUSE AND EFFECTIVE DATE

The parties agree that this agreement constitutes the entire agreement between the parties, concludes collective bargaining and its term, and supersedes all other agreements, understandings and customs.

Both parties, by mutual agreement, will modify and amend said agreement, but such modification or amendment must be signed by both parties, and if not, the contract, as written, is binding.

For the 2006-07 year, the base salary will increase to \$23,822. This is a 5.57% total package increase. For the following three years (07-08, 08-09 and 09-10), the settlement will be calculated according to the new money that the district will receive. If the new money is below 4%, the settlement package will be a 4% total package increase. If the new money is 4% or above, the settlement package will be the new money percentage plus .2%. For example, if new money is 4.9%, the settlement will be 5.1%. The contract will be reopened for negotiations if the district will receive negative new money or if insurance increases by more than 15%.

<u>Ganeen Miller</u>	<u>5/9/2006</u>	<u>Kent Stunt</u>	<u>5/10/06</u>
Association President	Date	Board President	Date

<u>Joe Judge</u>	<u>5/10/06</u>	<u>Craig Christ</u>	<u>5/10/06</u>
Chief Negotiator Association	Date	Chief Negotiator School Board	Date